



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 20, 2017
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:15 P.M. – COUNCIL CHAMBER

1. Proposal from Kiwanis Club for Pavilion at Dalton Green – Kathy Schleier
2. Request of Dalton Hospitality Association to extend serving hours on New Years Eve
3. Review of Agenda

REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Minutes: Work Session, Executive Session and Regular Meeting Minutes of November 6, 2017
6. Unfinished Business:
 - A. Ordinance – Second Reading:
Ordinance 17-08
To Establish Speed Zones Within The City In Accordance With O.C.G.A. §§40-6-181 through 40-6-183 and 40-14-1 through 40-14-17, as applicable; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
7. New Business:
 - A. Resolution 17-18
Resolution of the Mayor and Council of the City of Dalton, Georgia Declaring the Results of the Election Held on November 7, 2017; and for Other Related Purposes.
 - B. Planned Maintenance Agreement Renewal with Cummins Power South for Back-up Generator at Dalton City Hall.
 - C. FY-2017 Budget Amendment #4.

-CONTINUED-

- D. Astra Companies Contract Change Order #1 for Haig Mill Lake Park Project
 - E. Memorandum of Understanding with Carpet Capital Aquatics Club, Inc. (CCAC) for heating equipment and use of pool at John Davis Recreation Center.
 - F. Approval of FAA Pre-App and CIP 2019-2023 for Dalton Municipal Airport.
 - G. Public Works Traffic Control Change Recommendation:
30-Minute Only Parking for Loading/Drop-off - North Side of Learning Way
 - H. Contract with Exterior, Inc., for 2018-2020 Mowing and Other Landscaping Services at 28 Various Locations
- 8. Supplemental Business
 - 9. Announcements:
City of Dalton government offices will be closed Thursday, November 23rd and Friday, November 24th for the Thanksgiving holidays.
 - 10. Adjournment



On behalf of the Dalton Hospitality Association, I, Yogi Patel, am Requesting the Honorable Mayor and Council to extend serving hours of alcohol on Sunday, December 31st, 2017 to be the same as Monday through Saturday hours as a one-time permission.

Reason For Request: New Year's Eve Celebration

Local hotels and restaurants would greatly benefit from this extension or they would otherwise lose bulk of New Year's Eve business to other destinations outside of Dalton. This single night represents substantial revenue for the hospitality industry and sales tax collections for our municipality. Precedent has been set for such permission to be made in the City of Dalton in the year of 2000 and it would greatly benefit the best interests of the Hospitality Industry.

Thank you, in advance, for your consideration.

Best Regards,

A handwritten signature in black ink, appearing to read "Yogi Patel", is written over the printed name.

Dalton Hospitality Association President

AIRPORT CONTRACT

On the motion of Alderman Lowrey, second Alderman Robinson, the Council authorized the Mayor or the Mayor Pro-tem to execute the contract with Barge, Waggoner, Sumner and Canon to provide engineering work at the Dalton Municipal Airport upon legal review. The contract is not a part of these minutes. The vote was unanimous in favor.

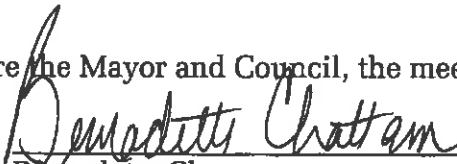
EXTENDING HOURS FOR SALES OF ALCOHOL

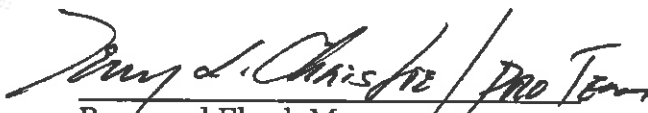
Representatives from the Dalton Hospitality Association asked the Mayor and Council to extend the serving hours of alcohol beverage establishments on Saturday night/Sunday morning to 2:00 a.m. as it is currently Monday thru Friday and/or extend the hours for New Years Eve 2005.

After some discussion the Mayor stated that he would like the input of Alderman Christie and Grant before forming an opinion regarding the proposal. Elrod stated the council will have a first reading regarding this issue at it's December 5, 2005 meeting which will entail either extending the hours for only New Years Eve 2005 or permanently extending the hours for all Saturday's.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:00 p.m.


Bernadette Chattam
City Clerk


Raymond Elrod, Mayor

Recorded

Approved: 12-05-2005

Posted: 12-06-2005

bc

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
NOVEMBER 6, 2017

The Mayor and Council held a Work Session this evening at 5:15 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Alderman Denise Wood, Aldermen Tyree Goodlett, Tate O'Gwin and Gary Crews and Attorney Jonathan Bledsoe and several department heads.

The Mayor and Council reviewed and was briefed on each of the items on the agenda.

Discussion of Issuing Bonds through the Dalton Building Authority for new Fire Station - Lynn Laughter, Chairman, Whitfield County BOC

Board of Commissioners Chairman Lynn Laughter and Whitfield County CFO Alicia Vaughn came before the Mayor and Council to discuss the issuance of Bonds through the City of Dalton Building Authority for a new Fire Station that includes the construction and apparatus and equipment. Vaughn stated that the 3 million dollar Bonds will allow the County to construct fire station 12 in the south end of the county and home owners could go from an ISO rating of 10 to a 3 which will save home owners money on their home owner insurance. Vaughn additionally stated that the City of Dalton will not be responsible for the debt services of the bond.

The Mayor and Council stated they would review the material and get back with them.

Executive Session - Real Estate

On the motion of Alderman O'Gwin, second Alderman Crews, the Mayor and Council adjourned into Executive Session at 5:23p.m. to discuss real estate. The vote was unanimous in favor.

GIRL SCOUTS REQUEST - MITCHELL STREET

Jeven Jensen came before the Mayor and Council regarding a city owned property on Mitchell Street that was previously used by the girl scouts. Amy Dosik, leader of the Girl Scouts of Greater Georgia stated due to some environmental challenges with the building, the Scouts had to move. Dosik stated that they would like to re-visit the challenges and find ways to remediate the issues and invest in the property. Dosik asked if she could meet with Public Works Director Benny Dunn and Andrew Parker. The Mayor and Council agreed.

Mayor and Council
Work Session
Page 2
November 6, 2017

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:52 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL
EXECUTIVE SESSION MINUTES
NOVEMBER 6, 2017

An Executive Session of the Mayor and Council was called on the motion of Alderman Crews, second Alderman O'Gwin at 5:23 to discuss real estate. The vote was unanimous in favor.

Present for the meeting were Mayor Dennis Mock, Alderman Tyree Goodlett, Gary Crews, Tate O'Gwin, Denise Wood, Public Works Director Benny Dunn, Assistant Public Works Director Andrew Parker and Attorney Jonathan Bledsoe.

The purpose of the meeting was to discuss real estate.

No Action Was Proposed Or Taken

ADJOURNMENT

There being no further business to come before the Mayor and Council the meeting was adjourned at 5:52 p.m.

Bernadette Chattam
City Clerk

Jonathan Bledsoe, Attorney

Approved: _____
NR

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 6, 2017

The meeting of the Mayor and Council was held this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Tate O'Gwin, Tyree Goodlett, Gary Crews and Attorney Jonathan Bledsoe. City Attorney James Bisson was absent.

PLEDGE OF ALLEGIANCE

A group of Girl Scouts led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Alderman Wood, second Alderman O'Gwin, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of October 16, 2017. On the motion of Alderman Wood, second Alderman Goodlett, the minutes were approved as written and adopted. The vote was unanimous in favor.

RESOLUTION 17-17

Resolution Adopting Municipal Securities Post-Issuance Disclosure Policy.
CFO Cindy Jackson stated that the Municipal Securities Post-Issuance Disclosure Policy has been in place since 2014. Jackson stated with the issuance of new utility bonds, the policy needs to be ratified and revised to add the CFO of Dalton Utilities to the working group. Jackson stated the City is required to disclose and report certain information after bonds are issued and this policy sets forth those responsibility and procedures. On the motion of Alderman Crews, second Alderman O'Gwin, the Mayor and Council adopted Resolution 17-17. The vote was unanimous in favor.

GEORGIA DEPARTMENT OF TRANSPORTATION CONTRACT - Project No
TOO6634/AP018-9033-37

On the motion of Alderman Goodlett, second Alderman Crews, the Mayor and Council approved the Georgia Department of Transportation Contract to Rehabilitate and Overlay Apron Phase I at Dalton Municipal Airport. Airport Director Justin Morrow stated the total cost to the City is \$67,730.50. The vote was unanimous in favor.

PUBLIC WORKS TRAFFIC CONTROL RECOMMENDATION

The Mayor and Council reviewed the Public Works Traffic Control Recommendation as follows:

No Parking - This Side of Street - Inner Loop of Red Hill Drive and Loma Lane in Red Hill Subdivision.

On the motion of Alderman Wood, second Alderman Goodlett, the recommendation was accepted. The vote was unanimous in favor.

CONTRACT WITH PEEK PAVEMENT MARKING, LLC

On the motion of Alderman O'Gwin, second Alderman Wood, the Mayor and Council approved the Contract with Peek Pavement Marking, LLC for 2017 Off-System Safety Program - Pavement Markings and RPMs for Various City Streets. The vote was unanimous in favor. A copy of the contract is a part of these minutes.

SUPPLEMENTAL BOND ORDINANCE PROVIDING FOR ISSUANCE OF CITY OF DALTON COMBINED UTILITIES REVENUE BONDS, SERIES 2017 IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$80,000,000.

The Mayor and Council reviewed the Supplemental Bond Ordinance Providing for Issuance of City of Dalton Combined Utilities Revenue Bonds, Series 2017 in Aggregate Principal Amount Not to Exceed \$80,000,000. On the motion of Alderman Wood, second Alderman Goodlett, the Bond Ordinance was approved. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:15 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

ORDINANCE 17-08

To Establish Speed Zones Within The City In Accordance With O.C.G.A. §§40-6-181 through 40-6-183 and 40-14-1 through 40-14-17, as applicable; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

WHEREAS, the Mayor and Council are authorized pursuant to O.C.G.A. §§40-6-181 through 40-6-183 and 40-14-1 through 40-14-17, as applicable to establish speed zones within the City; and

WHEREAS, the Mayor and Council have determined from engineering studies and traffic information the reasonable and safe maximum speed for the portions of certain highways and streets within the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Dalton, Georgia that Exhibit "A", attached hereto and made a part hereof, sets forth the reasonable and safe maximum speed limits for the streets or parts of streets described therein and the same shall be the respective established maximum speed limits for the streets or parts of streets described therein.

This Ordinance shall be effective as to each street or part of street described in Exhibit "A" upon the erection of new signage thereon showing the speed limit established herein for such street or part of street.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2017.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance

was made by Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

MAYOR

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK
CITY OF DALTON

**LIST OF ROADS
CITY OF DALTON
NUMBER 10-31-2017**

ON SYSTEM

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF and/or SCHOOL NAME	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
3 US 41	DALTON	0.20 mile north of CR 666 Old Dixie Highway (South Dalton City Limit)	7.80	0.08 mile north of CS 1213 Howell Drive (North Dalton City Limit)	8.40	0.60	55
3 US 41 US 76	DALTON	CR 114 Underwood Road (South Dalton City Limit)	15.74	0.12 mile north of CR 730 Flemming Road	17.92	2.18	55
3 US 41 US 76	DALTON	0.12 mile north of CR 730 Flemming Road	17.92	State Route 71	18.17	0.25	45
3 US 41 US 76	DALTON	0.08 mile north of State Route 71 (South Dalton City Limit)	18.29	0.10 mile south of CR 905 North Thornton Avenue (North Dalton City Limit)	19.28	0.99	55
3 US 41 US 76	DALTON	0.02 mile south of CS 1220 West Willowdale Road (South Dalton City Limit)	20.12	0.04 mile north of CS 1220 King Road	21.16	1.04	45
3 US 41 US 76	DALTON	0.04 mile north of CS 1220 King Road	21.16	0.23 mile north of CR 279 Willowdale Road (North Dalton City Limit)	21.45	0.29	55
52	DALTON	ON/OFF Ramp I-75 S/B	0.00	0.02 mile west of CS 800 Ridgewood Lane	1.57	1.57	40
52	DALTON	0.02 mile west of CS 800 Ridgewood Lane	1.57	0.04 mile east of CS 1217 Airport Road (West Dalton City Limit)	4.27	2.70	45

SIGNS TO BE ERECTED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION

**LIST OF ROADS
CITY OF DALTON
NUMBER 10-31-2017**

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Abutment Road (CS 1215 & 1239)	DALTON	State Route 3	CS 1011 VD Parrot JR Parkway	3.42	45
Abutment Road (CS 1215)	DALTON	CS 1011 VD Parrot JR Parkway	0.35 mile south of State Route 52	0.49	40
Abutment Road (CS 1215)	DALTON	0.35 mile south of State Route 52	State Route 52	0.35	35
Chattanooga Avenue (CS 725/874)	DALTON	CS 716 Hawthorne Street	CS 730 Judson Street	0.58	30
Chattanooga Avenue (CS 874/993)	DALTON	CS 730 Judson Street	State Route 3/US 41/US 76	1.02	40
College Drive (CS 1187)	DALTON	State Route 52	0.04 miles north of CS 907 George Rice Drive	1.23	30
Coronet Drive (CS 874)	DALTON	Chattanooga Avenue (CS 874)	CR 539 Rosen Drive	0.92	40
Dug Gap Road (CS 1251)	DALTON	State Route 52	Wisteria Drive CR 491 (Dalton City Limit)	1.26	35
Emery Street (CS 812/789)	DALTON	CS 790 Ridge Street	CS 704 Green Street	0.76	25
Fifth Avenue (CS 1165)	DALTON	CS 1195 Morris Street	CS 612 Richards Street	0.39	30
Glenwood Avenue (CS 1061)	DALTON	State Route 52	CS 845 Legion Drive	2.07	35
Glenwood Avenue (CS 1061)	DALTON	CS 845 Legion Drive	State Route 3/US 41	0.52	45
Grade Drive (CS 644)	DALTON	CR 1551 Pinehill Road	CS 656 Roan Street	0.65	30
Grimes Street (CS 998)	DALTON	CS 1195 Morris Street	CS 656 Roan Street	0.71	30
Hamilton Street (CS 604)	DALTON	CS 1233 Brickyard Road	0.10 mile south of CS 844 Rose Street	2.19	45
Hamilton Street (CS 845)	DALTON	0.10 mile south of CS 844 Rose Street	CS 799 Franklin Street	0.70	35
Hamilton Street (CS 845)	DALTON	CS 799 Franklin Street	CS 716 Hawthorne Street	0.91	25
Hamilton Street (CS 845)	DALTON	CS 716 Hawthorne Street	CS 1139 Springdale Road	0.95	30

**LIST OF ROADS
CITY OF DALTON
NUMBER 10-31-2017**

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Industrial Blvd (CS 1003)	DALTON	CR 1177 Dixie Highway	CS 1215 Abutment Road	0.77	45
Loveman Lane/Castle Road (CS 813)	DALTON	CS 812 West Emory Street	0.21 mile north of CS 863 Beverly Drive	1.10	30
Lakemont Drive (CS 1229 / 1230)	DALTON	0.02 mi west of CS 895 Ridgeleigh Circle	CS 838 Frances Street	1.08	30
Manly Street (CS 758)	DALTON	CS 951 West Waugh Street	CS 951 West Waugh Street	0.64	30
Martin Luther King, Jr. (CS 1016)	DALTON	CS 712 Water Street	0.28 east of CS 644 Grade Drive	0.90	45
Martin Luther King, Jr. (CS 1016) ***** SCHOOL ZONE *****	ROAN STREET SCHOOL	0.03 mile east of Fields Avenue CS 656	0.02 miles west of Grade Drive CS 644	0.37	35
Martin Luther King, Jr. (CS 1016)	DALTON	0.28 east of CS 644 Grade Drive	0.3 mile west of CR 613 Rushmore Drive (East Dalton city limits)	0.06	50
Martin Luther King, Jr. (CS 1016) ***** SCHOOL ZONE *****	CHRISTIAN HERITAGE SCHOOL	0.28 east of CS 644 Grade Drive	0.3 mile west of CR 613 Rushmore Drive (Dalton city limits)	0.06	35
Miller Street (CS 796)	DALTON	State Route 52	CS 789 West Emery Street	0.31	25
Mitchell Street (CS 673)	DALTON	CS 677 Civic drive	CS 1062 Veterans Drive	0.40	25
Morningside Drive (CS 668)	DALTON	CS 677 Civic drive	CS 1062 Veterans Drive	0.40	25
Morris Street (CS 759)	DALTON	CS 1212 Thornton Avenue	CS 1061 Glenwood Avenue	0.36	25
Morris Street (CS 1195)	DALTON	CS 1061 Glenwood Avenue	0.01 mile east of CS 607 Barbara Avenue (Dalton City Limit)	1.37	35
Morris Street (CR 760)	DALTON	0.01 mile east of CS 607 Barbara Avenue (Dalton City Limit)	State Route 52	0.71	40
Riverbend Road (CS 1165)	DALTON	CS 612 Richards Street	0.17 mile south of CS 910 Lavert Drive (Dalton City Limit)	0.74	35

**LIST OF ROADS
CITY OF DALTON
NUMBER 10-31-2017**

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Shugart Road (CS 1181)	DALTON	CS 1180 Tibbs Road	State Route 3	1.14	40
Thornton Avenue (CS 1211) (CS 1212)	DALTON	0.03 miles north of CS 1232 Conway Street (Dalton City Limits)	Memorial Drive (CS 748)	2.95	35
Thornton Avenue (CS 903) (CS 1212)	DALTON	Memorial Drive (CS 748)	State Route 3/US 41	0.84	45
Tibbs Road (CS 1247)	DALTON	CS 1181 Shugart Road	State Route 3/US 41	1.34	35
Underwood Street (CS 1189)	DALTON	CS 698 Elm Street	0.18 mile west of CR Rushmore Drive (Dalton City Limit)	1.67	35
Valley Drive (CS 787)	DALTON	State Route 52	CS 784 Crawford Street	0.69	25
V.D. Parrot, Jr. Pkwy (CS 1011)	DALTON	State Route 52	CS 1215 Abutment Road	0.82	40
Wagh Street (CS 951)	DALTON	CS 1181 Shugart Road	CS 787 Jones Street	1.56	40
Wagh Street (CS 951) ***** SCHOOL ZONE *****	DALTON HIGH SCHOOL	0.10 mile west of CS 942 Walston Street	0.05 mile west of CS 764 Boundary Street	0.86	30
Wagh Street (CS 1016 / 951)	DALTON	CS 787 Jones Street	CS 1061 Thornton Avenue	0.12	35

***** SCHOOL ZONE HOURS ARE EFFECTIVE *****

A.M. *from 45 minutes prior to commencement time to 15 minutes after commencement time -*
SCHOOL DAYS ONLY

P.M. *from 15 minutes prior to dismissal time to 45 minutes after dismissal time -*
SCHOOL DAYS ONLY

ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE ARE HEREIN REPEALED.

***LIST OF ROADS
CITY OF DALTON
NUMBER 10-31-2017***

APPROVED:

MAYOR

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTESTED:

CLERK

DATE

RESOLUTION 17-18

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALTON, GEORGIA DECLARING THE RESULTS OF THE ELECTION HELD ON NOVEMBER 7, 2017; AND FOR OTHER RELATED PURPOSES

WHEREAS, the Mayor and Council of the City of Dalton, Georgia (the "Governing Body"), charged with the duties of contracting debts and managing the affairs of the City of Dalton, Georgia (the "City") and the Dalton Public Schools, and the Whitfield County Board of Elections and Registration, as Election Superintendent (the "Election Superintendent"), called an election on November 7, 2017, for the purpose of submitting to the voters of the City the question of whether general obligation bonds of the City in the maximum aggregate principal amount of not to exceed \$50,650,000 (the "Bonds") shall be issued for the benefit of Dalton Public Schools; and

WHEREAS, the returns of said election were duly brought up by the election managers of said election, and thereupon the several election managers who brought up the returns, in the presence of and together with the Election Superintendent, did consolidate the same and did declare the result of the election to be, as follows:

Total number of votes cast FOR the issuance of the Bonds	<u>1490</u>
Total number of votes cast AGAINST the issuance of the Bonds	<u>1355</u>
Total number of VOID votes	<u>0</u>

NOW THEREFORE, BE IT RESOLVED by the MAYOR AND COUNCIL OF THE CITY OF DALTON, GEORGIA, and IT IS HEREBY RESOLVED by authority of the same, that said election resulted in favor of the issuance of the Bonds, by an affirmative vote of a majority of the qualified voters voting in said election held for said purpose and that the issuance of the Bonds has been authorized as required by law.

Adopted and approved this ____ day of November, 2017.

CITY OF DALTON, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Dalton, Georgia (the "City") DO HERBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution duly adopted by the Mayor and Council of the City, on the ____ day of November, 2017, in connection with the election held on the 7th day of November, 2017, to determine the issuance of certain general obligation debt of the City of Dalton, Georgia for the benefit of Dalton Public Schools and declaring the results of said election, the original of which resolution has been duly recorded in the Minute Book of the City which is in my custody and control.

Witness my hand and the official seal of said City this ____ day of November, 2017.

Clerk

(SEAL)

A RESOLUTION OF THE WHITFIELD COUNTY BOARD OF
ELECTIONS AND REGISTRATION DECLARING THE
RESULTS OF AN ELECTION HELD ON NOVEMBER 7, 2017;
AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Mayor and Council of the City (the "Governing Body"), the body charged with the duties of contracting debts and managing the affairs of the City of Dalton, Georgia (the "City"), and the Whitfield County Board of Elections and Registration (the "Board of Elections") called an election on November 7, 2017, for the purpose of submitting to the voters of the City the question of whether general obligation bonds of the City in the maximum aggregate principal amount of not to exceed \$50,650,000 (the "Bonds") shall be issued for the benefit of Dalton Public Schools; and

WHEREAS, the returns of said election were duly brought up by the election managers of said election, and thereupon the several election managers who brought up the returns, in the presence of and together with the Board of Elections, which is the Superintendent of Elections of Whitfield County, did consolidate the same and did declare the result of the election to be, as follows:

Total number of votes cast FOR the issuance of the Bonds	<u>1490</u>
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Total number of votes cast AGAINST the issuance of the Bonds	<u>1355</u>
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Total number of VOID votes	<u>0</u>
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NOW THEREFORE, BE IT RESOLVED by the WHITFIELD COUNTY BOARD OF ELECTIONS AND REGISTRATION, and IT IS HEREBY RESOLVED by authority of the same, that said election resulted in favor of the issuance of the Bonds, by an affirmative vote of a majority of the qualified voters of the City voting in said election held for said purpose and that the issuance of the Bonds have been authorized as required by law.

BE IT FURTHER RESOLVED by the authority aforesaid that the election returns of the several managers on file with the Superintendent of Elections are hereby incorporated herein by reference and made a part hereof.

BE IT FURTHER RESOLVED by the authority aforesaid that the Chairman and Secretary of the Board of Elections is hereby authorized to give a final certification of the result of the election after five business days have elapsed from the computation of the election results and to certify, *inter alia*, that no petition for recount or recanvass has been filed.

This the ____ day of November, 2017.

WHITFIELD COUNTY BOARD OF ELECTIONS
AND REGISTRATION

Chairman

(SEAL)

SECRETARY'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF WHITFIELD

The undersigned Secretary of the Whitfield County Board of Elections and Registration (the "Board of Elections"), DOES HEREBY CERTIFY that the foregoing pages of the typewritten matter constitute a true and correct copy of a resolution duly adopted by the Board of Elections on the ____ day of November, 2017, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout, which resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

This ____ day of November, 2017

Secretary,
Whitfield County Board of Elections and
Registration

(SEAL)

CERTIFICATE OF THE WHITFIELD COUNTY
BOARD OF ELECTIONS AND REGISTRATION
CERTIFYING RESULTS OF ELECTIONS

STATE OF GEORGIA

COUNTY OF WHITFIELD

WHEREAS, at a special election held in all the election districts in the City of Dalton, Georgia (the "City") on November 7, 2017, for the purpose of submitting to the voters of the County the question of whether general obligation bonds of the City in the maximum aggregate principal amount of not to exceed \$50,650,000 (the "Bonds") shall be issued for the benefit of Dalton Public Schools, the election returns as heretofore made by the election managers, consolidated and declared by the Whitfield County Board of Elections and Registration and the Mayor and Council of the City, were as follows:

Total number of votes cast FOR the issuance of the Bonds	<u>1490</u>
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Total number of votes cast AGAINST the issuance of the Bonds	<u>1355</u>
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Total number of VOID votes	<u>0</u>
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WHEREAS, at least five days have elapsed since the computation of the election returns and no petition for a recount or recanvass has been filed; IT IS HEREBY CERTIFIED that the election returns are true and correct.

This ____ day of November, 2017.

WHITFIELD COUNTY BOARD OF ELECTIONS
AND REGISTRATION

Chairman

(SEAL)

RESOLUTION

CITY OF DALTON, WHITFIELD COUNTY, STATE OF GEORGIA

The Mayor and Council of the City of Dalton, Georgia in regular meeting duly assembled on Monday November 20, 2017, for the purpose of declaring the results of the City of Dalton Regular Election held on Tuesday, November 7, 2017 after consolidation of the returns of these election, do hereby declared the results of the same as follows:

FOR City Council Ward 2:

Annalee Harlanreceived 1834 votes.

Aaron M. Marcellireceived 772 votes.

FOR City Council Ward 4:

Gary Crewsreceived 1940 votes.

Edgar Rinconreceived 749 votes.

FOR Dalton Board of Education (Laird):

Matt Evansreceived 1762 votes.

Steve Lairdreceived 1089 votes.

FOR Dalton Board of Education (Jones):

Robert Palmer Griffin Jr.received 1576 votes.

John Conleyreceived 384 votes.

Sherwood Jones IIIreceived 778 votes.

We declare Annalee Harlan as duly elected Alderman Ward 2 and Gary Crews as duly elected Alderman Ward 4 Council Members of the City of Dalton and;

Matt Evans and Robert Palmer Griffin Jr. as duly elected Dalton Board of Education Members.

This the ____ day of _____, 2017.

Dennis Mock, Mayor

Denise Wood, Alderman

Tate O'Gwin, Alderman

Gary Crews, Alderman

Tyree Goodlett, Alderman

Bernadette Chattam, CMC
City Clerk

Election Summary Report
Whitfield County
State of Georgia General Municipal and Special Election
November 7, 2017
Summary For Jurisdiction Wide, All Counters, All Races
Official and Complete Results

Date: 11/08/17
Time: 12:52:54
Page: 1 of 2

Registered Voters 20888 - Cards Cast 3893 18.64% Num. Report Precinct 15 - Num. Reporting 15 100.00%

COHUTTA MAYOR					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	1	1	1	1	1
Precincts Reporting	1	1	1	1	1 100.0 %
Total Votes	71	0	4	2	77
RON SHINNICK	68	0	4	2	74 96.10%
Write-in Votes	3	0	0	0	3 3.90%

COHUTTA TOWN COUNCIL					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	1	1	1	1	1
Precincts Reporting	1	1	1	1	1 100.0 %
Total Votes	141	0	10	4	155
SANDRA CLAYBORNE (I)	70	0	4	2	76 49.03%
GREGG FOWLER (I)	52	0	5	2	59 38.06%
WANDA F. MANIS	17	0	1	0	18 11.61%
Write-in Votes	2	0	0	0	2 1.29%

DALTON ALDERMAN W2					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	10	10	10	10	10
Precincts Reporting	10	10	10	10	10 100.0 %
Total Votes	1655	43	913	2	2613
ANNALEE HARLAN	1206	31	596	1	1834 70.19%
AARON M. MARCELLI	447	12	312	1	772 29.54%
Write-in Votes	2	0	5	0	7 0.27%

DALTON ALDERMAN W4					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	10	10	10	10	10
Precincts Reporting	10	10	10	10	10 100.0 %
Total Votes	1689	47	953	2	2691
GARY D. CREWS (I)	1188	37	714	1	1940 72.09%
EDGAR RINCON	500	10	238	1	749 27.83%
Write-in Votes	1	0	1	0	2 0.07%

DALTON BOE (JONES)					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	10	10	10	10	10
Precincts Reporting	10	10	10	10	10 100.0 %
Total Votes	1732	47	961	2	2742
J. CONLEY	295	4	84	1	384 14.00%
P. GRIFFIN	951	24	600	1	1576 57.48%
S. JONES III (I)	482	19	277	0	778 28.37%
Write-in Votes	4	0	0	0	4 0.15%

Election Summary Report
Whitfield County
State of Georgia General Municipal and Special Election
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Date:11/08/17
 Time:12:52:54
 Page:2 of 2

Registered Voters 20888 - Cards Cast 3893 18.64% Num. Report Precinct 15 - Num. Reporting 15 100.00%

DALTON BOE (LAIRD)					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	10	10	10	10	10
Precincts Reporting	10	10	10	10	10 100.0 %
Total Votes	1817	47	990	2	2856
MATT EVANS	1113	33	614	2	1762 61.69%
STEVE LAIRD (I)	701	14	374	0	1089 38.13%
Write-in Votes	3	0	2	0	5 0.18%

DALTON SPECIAL BOND					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	10	10	10	10	10
Precincts Reporting	10	10	10	10	10 100.0 %
Total Votes	1816	48	979	2	2845
YES	979	21	489	1	1490 52.37%
NO	837	27	490	1	1355 47.63%

STATE HOUSE 4 SPECIAL					
	Polling	ABM	AIP	PRO	Total
Number of Precincts	12	12	12	12	12
Precincts Reporting	12	12	12	12	12 100.0 %
Total Votes	2498	53	1026	1	3578
EDDIE CALDWELL (R)	559	7	138	0	704 19.68%
KASEY CARPENTER (R)	1267	30	630	1	1928 53.88%
BEAU PATTON (R)	290	6	130	0	426 11.91%
PETER POCLASK (D)	379	10	127	0	516 14.42%
Write-in Votes	3	0	1	0	4 0.11%



Sales and Service

CHATTANOOGA SERVICE CTR
1509 EAST 26TH STREET
CHATTANOOGA, TN 37407
Phone: 423-6291447

Cummins Power South

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
DALTON CITY HALL	Contact: Greg Batts	Quote Date: 09-NOV-17
PO BOX 1205	Phone: 706 281-1267	Quote Expires: 09-FEB-18
Dalton, GA 30722	Fax: 706 281-1264	Quote Num: 60231
	Cust Id: 52848	Quoted By: Carla Figueroa
		Quote Term: 1 Year(s)

Site Information

1	WAUGH STREET	300 WAUGH STREET	DALTON	GA	30733
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Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	0	ONAN	20.0GGMA	GGMA	K060993145	STDBY

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	0	FULL SERVICE	1	506.55	506.55
		INSPECTION	1	357.36	357.36

This renewal proposal covers two (2) service visits annually: one (1) Maintenance Inspection. One (1) Full-Maintenance Service. This proposal does not include replacement of batteries, air filters or coolant over two gallons. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows:

- Full Service- January 2018
- Inspection- July 2018.

This is a one (1) year proposal, running from 01 January 2018 through 31 December 2018, which will be automatically renewed unless cancelled by either party. Preventive maintenance customers receive a 10% discount on all unscheduled repairs as well as a guaranteed four hour response time 24 hours a day.

Thank you, we appreciate your business! Please feel free to contact us with any questions or comments.

Carla Figueroa, PM Administrator, South Region
404.765.0151 - Office / 404.765.8568 - Fax
carla.figueroa@cummins.com
southpm@cummins.com

Standard Agreement Amount	\$863.91
Proposal Total	\$863.91



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
DALTON CITY HALL PO BOX 1205 Dalton, GA 30722	Contact: Greg Batts Phone: 706 281-1267 Fax: 706 281-1264 Cust Id: 52848	Quote Date: 09-NOV-17 Quote Expires: 09-FEB-18 Quote Num: 60231 Quoted By: Carla Figueroa Quote Term: 1 Year(s)

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: *Carla Figueroa*

Date: 11/10/17

Digitally signed by Carla E. Figueroa
DN: cn=Carla E. Figueroa, o=Cummins Sales and Service,
South Region, ou=PMA Administrators,
email=carla.figueroa@cummins.com, c=US
Date: 2017.11.10 15:52:09 -05'00'

This agreement incorporates the Planned Maintenance Terms and Conditions which follows

Planned Maintenance Terms and Conditions

The prices quoted are good for 90 days from quote date. All prices are in US Dollars and are payable in advance unless other terms are agreed upon in writing between the customer and Cummins Power South. Applicable sales taxes are not included in the quoted prices.

Payment terms for customers with an approved Cummins Power South credit account are Net 30 with 1-1/2% interest accruing per month. Any costs incurred by Cummins Power South, for collection of customer debt will be passed to the customer. Cummins Power South retains the right to bring suit in Clayton County, Georgia should the customer default.

At Cummins Power South, we are dedicated to the long term health and safety of our employees, our customers and to the environment in which we live. All work will be performed with a high regard for safety and in compliance with all local and federal safety/environmental requirements. Safe access must be provided and maintained to all equipment being serviced by the equipment owner.

Services will be provided only on the equipment identified in this agreement. The services included are defined in the Service Events section of this agreement. The full service event price includes materials, labor, travel time and mileage. Materials consist of lubricating oil, filters, fuel oil filters, coolant filters and up to two gallons of coolant. No other work, materials or activities are included in this agreement. If additional work is required, our technicians will advise the customer of these requirements before any work is initiated. Additional repairs will be billed at our current field service rates.

The term of this Agreement is one year and will automatically renew with up to a 5% increase in parts and labor prices for each renewal term unless either party gives 30 days notice of cancellation before the end of the then current term.

Limited warranties apply for select parts and service as defined by the respective component Manufacturer's Limited Warranties or by Cummins Power South's Limited Service Warranty. No other warranties apply. In no event is Cummins Power South liable for incidental or consequential damages caused by products or services that we supply.

Power Generation System Planned Maintenance



Scope of Services

INSPECTION

(MONTHLY, QUARTERLY OR ONE-TIME PER YEAR)

Safety

- Perform Lock Out Tag Out procedure (LOTO)

Battery & Battery Charger System

- Check/record battery charger functions & charge rate
- Check connections, termination cleanliness and security
- Check electrolyte level, vent caps and all cells in the starting batteries
- Check specific gravity of batteries
- Test starting batteries with electronic analyzer
- Check starter connections and wiring
- Check starting voltage

Fuel System

- Inspect main tank/day tank fuel level & test transfer pump operation
- Inspect tank vents & overflow piping
- Inspect gaseous fuel regulator vent (natural gas only)
- Inspect all fuel hoses, clamps, pipes, components, vents and fittings
- Inspect governor linkage and oil level (if applicable)
- Drain condensation from fuel/water separators
- Inspect fuel tank for water
- Optional – fuel sample for laboratory analysis*

Engine Cooling System

- Inspect water pump, all hoses and clamps for leaks, coolant level and condition
- Inspect radiator condition
- Observe coolant heater operations
- Inspect drive belts, observe alignment and deflection
- Utilize SCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds and barriers for obstruction
- Optional – coolant sample for laboratory analysis*

Housekeeping

- General cleaning of enclosure interior, genset and ATS

Engine & Lubrication System

- Inspect lubrication system for leaks & visually check oil level
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system
- Inspect oil heater operation (if applicable)

Intake/Exhaust System

- Inspect air cleaner restriction indicator
- Inspect air cleaner element and entire intake system
- Inspect entire exhaust system and rain cap
- Inspect louver operations
- Inspect spark arrestor
- Empty condensate trap on silencer

Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Inspect generator heater operation
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed

**NOTE: Will not exercise breakers or contactors on a paralleling device.

Generator Operations

- Start, observe, & record generator and equipment operation
- Verify engine and generator safeties for proper operation
- Inspect duct work, louver motors, controls & test as appropriate
- System test with or without load

Automatic Transfer Switch

- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock

FULL SERVICE

Lubrication Oil & Filtration Service

- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel and coolant filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional – oil sample for laboratory analysis*

Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives

*Additional Charge

Additional Services and Repairs

Quotes provided in accordance with customer requirements by service offerings. Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Power South. Any additional repairs, maintenance or service performed by Cummins Power South for a Planned Equipment Maintenance Agreement holder will be at current Cummins Power South planned maintenance labor rates.

2017 Budget Amendment**Budget Amendment #4****GENERAL FUND**

	Increase (Decrease)	
Revenues & Transfers-In		
Donations	\$ 16,940	(1)(2)(3)
LMIG - state funds	(354,700)	(4)
	<u>\$ (337,760)</u>	
Expenditures & Transfers-out		
PD - Community support	\$ 2,140	(1)
PD - Communication equipment maintenance	800	(1)
PD - Training	4,000	(1)
FD - Capital < \$5,000	2,500	(2)
REC - Capital > \$5,000	7,500	(3)
Infrastructure	(354,700)	(4)
	<u>\$ (337,760)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

- (1) PD - Octobeard fund raiser for shop with a cop \$2,140, American Jeep Club Project donation \$800, and Community Foundation \$4,000, for training in mental health
- (2) FD - Walmart Community Grant funds
- (3) Donation from SPA for Heritage Point fence
- (4) Reclass LMIG funds to SPLOST 2015 Fund

SPLOST 2015

	Increase (Decrease)	
Revenues & Transfers-In		
GDOT - LMIG	\$ 574,465	(1)(2)
	<u>\$ 574,465</u>	
Expenditures & Transfers-out		
Pavement Markings	\$ 219,765	(1)
2017 LMIG Paving	354,700	(2)
	<u>\$ 574,465</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

- (1) GDOT 70% match for Peek Contract of \$313,953 for pavement markings 27 streets
- (2) Reclass LMIG funds from General Fund

Astra Companies

300 Churchill Court
Woodstock, GA 30188
Ph : (770) 992-9300

Change Request

To: John Brown
Berge Waggoner Sumner & Cannon
1110 Market Street
Suite 200
Chattanooga, TN 37402
Ph: (423)756-3025 Fax: (423)756-8477

Number: 1
Date: 10/3/17
Job: 10-10179 Haig Mill Lake Park
Phone: (404)596-1048

Description: 3rd Party Testing

Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

This change request is for providing 3rd party materials testing services as provided by Terracon utilizing unit prices for an allowance of \$19,178.00. Unit prices include bond, insurance, and fee. The scope of testing services included in this change is as follows:

- 1.) Soils - Verifying proper site preparation prior to fill placement through subgrade evaluation and observation of proofrolling. Observing the site after topsoil has been stripped and structures demolished to verify that any objectional soils and materials have been removed. Observe proofrolling of the exposed soils after the stripping/demolition to locate areas that may require undercutting. Areas above final grade will be proofrolled after they are cut to grade, and areas below final grade will be proofrolled prior to fill being placed. Perform laboratory proctor and other related laboratory tests on representative fill soils in general accordance with ASTM and per project plans and specifications. Perform in-place field density tests per ASTM for site grading, storm sewer backfill, sanitary sewer backfill, and water line backfill to verify the percent compaction achieved by the contractor. Report soil inspection and testing activities to the appropriate project representatives and contractor and provide test results in a written report.
- 2.) Paving Subgrade - Perform in-place field density tests and observe proofrolling of subgrade soils prior to placement of stone base. Perform in-place field density tests in general accordance with ASTM in base materials. Observe and proofroll base materials prior to placement of asphaltic concrete.
- 3.) Foundations - Perform tests on shallow/spread foundation soils utilizing a dynamic cone penetrometer (DCP) to evaluate soil bearing pressures in shallow foundations. Inspect soils and rock at foundation bearing level to verify that the materials encountered in the foundation excavations are similar to those for which the allowable design bearing pressure was recommended. Provide recommendations for unsuitable soils identified in foundation excavations, if applicable.
- 4.) Concrete Testing - Sample fresh, plastic concrete in general accordance with ASTM C172 and ASTM C31. Mold (5) cylinders for compressive strength testing every (50) cubic yards for each class of concrete placed each day. Perform a slump test in accordance with ASTM C143 for each set of specimens or more frequently if changes occur in the consistency. Perform air content tests on normal weight concrete in accordance with ASTM C172 and C231. Measure the concrete and ambient air temperatures in accordance with ASTM C1064. Perform unit weight of concrete in accordance with ASTM C138 for each set of specimens. Record the amount of water and/or admixtures added on the site. Laboratory cure and perform compressive strength testing of cylinders per the contract specifications. Report test results to personnel specified by contract documents.
- 5.) Reinforcing Steel - Verify placement of reinforcing steel, including size, grade, type, location, and spacing. Report test results to personnel specified by contract documents.
- 6.) Masonry - Verify proportions of site prepared mortar. Verify construction of mortar joints. Verify placement of reinforcing steel, including size, grade, type, location, and spacing. Verify that cells are clean prior to grouting. Observe grout placement. Observe masonry for proper protection during hot and cold weather. Verify type, size, and location of anchors, including details of anchorage of masonry to structural members, frames, or other construction. Report test results to personnel specified by contract documents.
- 7.) Block Fill Grout and Mortar - Sample fresh, plastic grout and mold (4) samples for compressive strength testing each day of placement or each (4,000) square feet of wall, whichever occurs first. Report test results to personnel specified by contract documents.

Astra Companies

300 Churchill Court
Woodstock, GA 30188
Ph : (770) 992-9300

Change Request

To: John Brown
Barge Waggoner Sumner & Cannon
1110 Market Street
Suite 200
Chattanooga, TN 37402
Ph: (423)756-3025 Fax: (423)756-8477

Number: 1
Date: 10/3/17
Job: 10-10179 Haig Mill Lake Park
Phone: (404)596-1048

Work performed by subcontractors:

Description	Quantity	Unit	Unit Price	Price
Testing Systems	0.00		0.00	\$19,178.00
			Subtotal:	\$19,178.00
			Subtotal:	\$19,178.00
			Total:	\$19,178.00

The schedule will be None.

If you have any questions, please contact me at 770-992-9300.

Submitted by: Chris Webb
Astra Group

Approved by: _____
Date: _____

Project Title :

Proj.- **Haig Mill Lake Park**

Loc.-
Dalton, Georgia

A/E - Barge Waggonet Summer Cannon

Project Title :
Extended/Added By:

403

CBW	CBW
-----	-----

Date: October 2, 2017

Item #	Description	Dimensions			Qty UOM	Lab. Unit Price	Equip. Unit Price	Mat'l. Unit Price	Sub (LS)	Labor Ext.	Equip. Ext.	Material Ext.	Sub Ext.	Total
		H	L	D										
Division 1 - GENERAL CONDITIONS														
Terrason														
	Earthwork, Utility Backfill, and Paving Subgrade													
	Field Services (3.5 days)													
	Soils Technician	35	4	1	MH	140.00	MH							
	Trip Charge	35	1	1	TRIP	35.00	TRIP							
	Equipment Fee	35	1	1	DAY	35.00	DAY							
	Laboratory Testing Services													
	Asterburg Limits	2	1	1	EA	2.00	EA							
	Sieve Analysis	3	1	1	EA	3.00	EA							
	Standard Proctor	3	1	1	EA	3.00	EA							
	Foundations & Concrete													
	Field Services													
	Concrete Technician (3 days)	2	9	1	MH	18.00	MH							
	Foundation/Reinforcing Technician (2 days)	2	7	1	MH	14.00	MH							
	Floor Finisher Technician	0	6	1	MH	0.00	MH							
	Trip Charge	4	1	1	TRIP	4.00	TRIP							
	Equipment Fee	4	1	1	DAY	4.00	DAY							
	Laboratory Testing Services													
	Concrete Cylinder	10	1	1	EA	10.00	EA							
	Masonry													
	Field Services													
	Masonry Technician (6 days)	6	8	1	MH	48.00	MH							
	Trip Charge	6	1	1	TRIP	6.00	TRIP							
	Equipment Fee	6	1	1	DAY	6.00	DAY							
	Laboratory Testing Services													
	Grout Samples	8	1	1	EA	8.00	EA							
	Engineering and Support Services													
	Field Services													
	Senior Project Engineer	10	0.5	1	MH	5.00	MH							
	Project Manager	11	1	1	MH	11.00	MH							
	Clerical	10	0.5	1	MH	5.00	MH							
TOTAL														\$19,178

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2017 by and between the Carpet Capital Aquatics Club, Inc., a Georgia nonprofit corporation (CCAC) and the City of Dalton, Georgia, a Georgia municipal corporation (the City) (CCAC and the City being collectively referred to hereinafter as the Parties).

CCAC and the City have an existing and longstanding relationship concerning the use of swimming facilities. This MOU is not intended to change or otherwise affect that relationship as it relates to the current usage of swimming facilities. Rather, this MOU is in contemplation of new opportunities related to the expansion of available swimming time due to the installation of heating equipment. Accordingly, this MOU is designed to establish the guidelines and parameters for use of the swimming pool at the John Davis Recreation Center on Civic Drive during the "unscheduled" season for the City.

The unscheduled season represents the period of the year during which the City does not historically schedule activities for the pool based on weather trends and demand as limited by water temperature and other factors. For purposes of this MOU, the unscheduled season runs from October 1st through April 30th of the following year.

CCAC has secured philanthropic support for the installation of heaters and acquisition of equipment which will have the capacity to make the pool usable during the unscheduled season. The City affirms that it has no current plans to install heaters (absent the gift intended to benefit CCAC described herein) and that it has no current plans to expand its programming into the unscheduled season.

The City is willing to take responsibility for the routine maintenance of the heaters and related equipment as part of its pool operations; provided however, the City shall have no obligation to make any repairs or improvements to the heater or the related equipment. CCAC shall bear the sole responsibility for making any repairs and improvements, and all repair costs and costs associated with upgrades to the equipment will be the responsibility of CCAC. Additional operating costs, however, are not contemplated by the City budget and would not benefit City programming. Accordingly, the City will not be responsible for additional operating costs associated with the heaters or the use of the pool during the unscheduled season, including but not limited to an increased expense for natural gas associated with the heating and additional chemicals for the pool used during the unscheduled season.

CCAC will be responsible for the heating and chemical costs of the pool during the unscheduled season. The City will be responsible for maintaining records of the gas use associated with the heaters. The City of Dalton Finance Department will invoice CCAC for the cost of the monthly use of natural gas and any costs of the chemicals used by the City for routine maintenance of the pool during the unscheduled season. The pool heater is metered separate from other City meters, and the meter will only meter the natural gas used for the pool. CCAC will have the right to establish the temperature of the pool during the unscheduled season, and CCAC will ensure the pool is maintained at that temperature. CCAC will have the authority to completely turn the heaters off in the interest of saving money by providing thirty (30) days written notice of

CCAC's intent to exercise such authority; provided however, CCAC shall bear full responsibility for any and all damages of whatever nature (whether in contract or tort) as a result of any such decision.

CCAC covenants and agrees that it will, at its sole cost, and at all times while this MOU is in effect, keep in full force and effect a policy of comprehensive public liability insurance with respect to the pool and the premises on which the pool is located in such amounts as the City shall require from time to time, but not less than \$1,000,000.00 per occurrence and \$2,000,000.00 policy aggregate for bodily injury (and death resulting therefrom) and/or property damage. Any insurance required hereunder shall be issued by a reputable insurance company licensed to do business in the State of Georgia with a rating of A:X or better by A.M. Best Company. All such policies shall name the City as an additional insured. All insurance policies described herein shall provide that the insurance shall not be cancelable prior to 60 days written notice thereof to the City. A copy of such policies and any renewals thereof or certificates of such insurance, as may be required by the City shall be delivered to the City at least 15 days prior to the expiration of the policies.

CCAC shall have the right to rent out lane time during the unscheduled season in the interest of recouping its costs for heating and chemicals for the pool. The Parties expressly agree that this right is not designed to be a profit center for CCAC. Accordingly, CCAC may not collect in rental more than 100% of the heating costs and costs associated with the chemicals for the pool incurred during any one unscheduled season. It is the responsibility of CCAC to maintain adequate records regarding pool usage and rent calculation. CCAC is also responsible for collection and/or refunds associated with lane usage rents. These records are to be maintained for public inspection upon request.

This MOU may be amended by the Parties by written agreement of both Parties. This MOU may be terminated by either party for any reason by notifying the other party in writing at least thirty (30) days in advance of the date of termination.

If the City wishes to schedule the pool during the unscheduled season, CCAC will work in good faith to accommodate the City.

Any notices required to be made pursuant to this MOU shall be delivered personally or sent by first class mail as follows:

The City:
City of Dalton, Georgia
Attn: Mayor
P.O. Box 1205
Dalton, GA 30722

CCAC:
Carpet Capital Aquatics Club, Inc.
P.O. Box 6369
Dalton, GA 30722

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals to this contract the day and year first written above.

The CITY OF DALTON, GEORGIA

By: _____
Dennis Mock, Mayor

Carpet Capital Aquatics Club, Inc.:

By: _____

Name: _____

Title: _____

Application for Federal Assistance SF-424

* 1. Type of Submission <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received:		4. Application Identifier: 2017-1			
5a. Federal Entity Identifier:			* 5b. Federal Award Identifier:		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Dalton					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 58-6000557			*c. Organizational DUNS: 075869230		
d. Address:					
* Street1: 300 West Waugh St Street 2: * City: Dalton County: Whitfield * State: Georgia Province: Country: United States *Zip/ Postal Code: 30722					
e. Organizational Unit:					
Department Name: Dalton Municipal Airport			Division Name:		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Mr. Middle Name: * Last Name: Younanian Suffix: Title: Aviation Engineer First Name: Garrett Organizational Affiliation: Barge Waggoner Sumner & Cannon, Inc.					
* Telephone Number: (256) 203-8951			Fax Number:		
* Email: gareth.younanian@bwsc.net					

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Dalton and Whitfield County, Georgia

* 15. Descriptive Title of Applicant's Project:

Apron Overlay/Rehab - Phase II

ALP Update

10 Bay T-Hangar including concrete base with base prep

Ground Power Unit (GPU)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 9th

*b. Program/Project: 9th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 04/01/2018

*b. End Date: 11/20/2018

18. Estimated Funding (\$):

*a. Federal	1,251,000.00
*b. Applicant	69,500.00
*c. State	398,700.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	1,719,200.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Dennis

Middle Name:

*Last Name: Mock

Suffix:

*Title: Mayor

*Telephone Number: (706) 278-9500

Fax Number: (706) 278-8245

* Email: kwitherow@cityofdalton-ga.gov

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry
1.	Type of Submission: (Required) Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	Applicant Information: Enter the following in accordance with agency instructions: <ol style="list-style-type: none"> Legal Name: (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions: <ol style="list-style-type: none"> State Government County Government City or Township Government Special District Government Regional Organization U.S. Territory or Possession Independent School District Public/State Controlled Institution of Higher Education Indian/Native American Tribal Government (Federally Recognized) Indian/Native American Tribal Government (Other than Federally Recognized) Indian/Native American Tribally Designated Organization Public/Indian Housing Authority Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) Private Institution of Higher Education Individual For-Profit Organization (Other than Small Business) Small Business Hispanic-serving Institution

Item	Entry
	T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	Funding Opportunity Number/Title: Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, and NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

DNN DALTON, GEORGIA FIVE YEAR CIP

Airport Name: Dalton Municipal Airport

FY	PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2019	1. Apron Overlay/Rehab - Phase II	\$ 1,270,000	\$ 1,143,000	\$ 63,500	\$ 63,500
	2. ALP Update	\$ 120,000	\$ 108,000	\$ 6,000	\$ 6,000
	3. 10 Bay T-Hangar including concrete base with base prep	\$ 304,200	\$ -	\$ -	\$ 304,200
	4. Ground Power Unit (GPU)	\$ 25,000	\$ -	\$ -	\$ 25,000
	2019 Total	\$ 1,719,200	\$ 1,251,000	\$ 69,500	\$ 398,700
2020	1. Land Acquisition Services Phase I (Easement) Approach R/W	\$ 180,000	\$ 162,000	\$ 9,000	\$ 9,000
	32 (Survey/Appraisal /Design)				
2021	2020 Total	\$ 180,000	\$ 162,000	\$ 9,000	\$ 9,000
	1. Land Acquisition Services Phase 2 (Fee/Easement) RPZ Approach R/W	\$ 600,000	\$ 540,000	\$ 30,000	\$ 30,000
	32 including obstruction Removal (includes Survey/Appraisals)	\$ 365,200	\$ -	\$ -	\$ 365,200
	2. 10 Bay T-Hangar including concrete base with base prep				
	2021 Total	\$ 965,200	\$ 540,000	\$ 30,000	\$ 395,200
2022	1. Land Acquisition Services Phase 3 (Fee/Easement) RPZ Approach R/W	\$ 600,000	\$ 540,000	\$ 30,000	\$ 30,000
	14 and obstruction Removal (includes Survey/Appraisals)	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2. Design (Rehab/Overlay Runway)				
	2022 Total	\$ 900,000	\$ 810,000	\$ 45,000	\$ 45,000
2023	1. Construct R/W Rehab/Overlay	\$ 2,500,000	\$ 2,250,000	\$ 125,000	\$ 125,000
	2023 Total	\$ 2,500,000	\$ 2,250,000	\$ 125,000	\$ 125,000
TOTALS		\$ 6,264,400	\$ 5,013,000	\$ 278,500	\$ 972,900

DALTON PUBLIC WORKS DEPT.
Benny Dunn, Director

P.O. Box 1205
Dalton, GA 30722-1205
Ph: 706-278-7077
Fax: 706-278-1847
bdunn@cityofdalton-ga.gov



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE A. WOOD
WILLIAM T. O'GWIN
GARY CREWS
TYREE GOODLETT

TRAFFIC CONTROL CHANGE

Type: "30-Minute Only" Parking for Loading/Drop-Off

Location: North side of Learning Way from 50' west of Frances Street to Brookwood School gate (see attached map)

Comments: When vehicles are parked on the north side of Learning Way, it makes maneuverability for school buses entering/exiting Brookwood Elementary School and parents dropping off children at Rock Hill School difficult. There is an existing no parking condition on the south side of the street during arrival/dismissal hours of Brookwood School which will remain in effect. Once the Traffic Control Change is approved, the Public Works Traffic Division will post "30-Minute Only Parking for Loading/Drop-Off" signs to restrict on-street parking for a maximum of 30-minutes on the north side of Learning Way.

Date of Approval: _____

Mayor's Signature: _____

11/20/2017

Learning Way - Traffic Control Change - Location Map



CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

**For
PROJECT:**

**2018 thru 2020 MOWING & OTHER LANDSCAPING SERVICES
28 LOCATIONS**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT
&
DALTON PARKS AND RECREATION DEPARTMENT**

**PO BOX 1205
DALTON, GEORGIA 30722**

CONTRACT FOR SERVICES

THIS AGREEMENT is made this 20th day of November, 2017, between the City of Dalton, Georgia, a municipal corporation ("City"), with a principal place of business at 535 Elm Street, Dalton, Georgia, and Exterior, Inc. ("Contractor"), with a principal place of business at 4360 Highway 76 Chatsworth, GA 30705 (PO Box 2168, Chatsworth GA 30705)

1. Term. This agreement will become effective on the date stated above and will continue in effect until the services provided for under this agreement have been performed, unless otherwise terminated as provided in this Agreement.
2. Services.
 - a. Contractor agrees to perform the services specified in the "Bid Alternates A, B, C, and D (lump sum bid) Specifications" attached to this Agreement as Exhibit A and incorporated herein.
 - b. Contractor will determine the method, details, and means of performing the services described in Paragraph 2(a). Unless otherwise noted.
 - c. Contractor may, at Contractor's own expense and responsibility, employ any assistants that contractor deems necessary to perform the services required of Contractor by this Agreement. City may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor's relationship to city shall be that of an independent contractor. Neither Contractor nor its employees shall have any right to participate in any City employee-benefit plan or program.
3. Consideration.
 - a. In consideration for the services to be performed by Contractor, City agrees to pay to Contractor as provided in Exhibit B, attached hereto and incorporated herein.
4. Obligations of Contractor.
 - a. Contractor agrees to devote the time set forth in Bid Alternates A, B, C, and D Specifications to the performance of the services described in this agreement. Contractor may represent, perform services for, and be employed by any additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
 - b. Contractor agrees that any services described in this Agreement that must be performed on City's premises will be performed during Contractor's chosen time.
 - c. Contractor will supply all manpower to perform these services.
 - d. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
 - e. Contractor agrees to maintain a policy of insurance in the minimum amount of \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement. Contractor further agrees to indemnify and hold City harmless from any and all claims arising from any such negligent act or omission.
 - f. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.
5. Obligations of City.
 - a. City agrees to give due consideration to all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
 - b. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor.

6. Termination.

- a. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the services provided for have been fully and completely performed and shall then terminate unless renewed in writing executed by both parties.
- b. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving ten (10) days written notice to the other party. Unless otherwise terminated as provided in this section, this Agreement shall continue in force until the services provided for have been fully and completely performed.
- c. This Agreement shall terminate automatically on the occurrence of any of the following events.
 - i. Bankruptcy or insolvency of either party.
 - ii. Sale of the business of Contractor.
 - iii. Death or dissolution of Contractor.
 - iv. Assignment of this Agreement by either party without the consent of the other party.
- d. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, City, at City's option, may terminate this Agreement by giving two (2) days written notification to Contractor. For the purposes of this section, material breach of this Agreement shall be determined in the reasonable discretion of the City.
- e. If City fails to pay Contractor all or any part of the compensation set forth in this Agreement on the date due, Contractor, at Contractor's option, may terminate this agreement if the failure is not remedied by City within ten (10) days after notice from Contractor that payment is overdue.

7. Miscellaneous

- a. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated two (2) days after mailing.
- b. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for city and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- c. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without.
- d. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

Executed at Dalton, Georgia on the date first written above.

CITY:
The City of Dalton, Georgia

CONTRACTOR:

By:_____.

By:_____.

Print Name: Dennis Mock_____.

Print Name: Jeremy D. Collis_____.

Title: Mayor_____.

Title: Owner_____.

EXHIBIT “B”

CONDITIONS AND TERMS OF PAYMENT

- The duration of this contract between the City and the Contractor will be for calendar years 2018, 2019, and 2020. At the end of calendar years 2018 and 2019, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.
- Contractor’s Bid Price for each of these years are:

**Lump Sum Bid (for all locations included in Alternates A, B, C,
and D) = \$185,899.99**

Note: The locations within the alternates shall be billed as follows:

Alternate A = \$91,674.99 (annually)
Bill to City of Dalton Public Works Department
Attn: Michelle Conley (mconley@cityofdalton-ga.gov)

Alternate B = \$38,574.99 (annually)
Bill to City of Dalton Public Works Department
Attn: Michelle Conley (mconley@cityofdalton-ga.gov)

Alternate C = \$14,674.99
Bill to Dalton Municipal Airport (annually)
Attn: Kim Witherow (kwitherow@cityofdalton-ga.gov)
and Justin Morrow (jmorrow@cityofdalton-ga.gov)

Alternate D = \$40,974.99 (annually)
Bill to Dalton Parks and Recreation Department
Attn: Mike Miller (mmiller@cityofdalton-ga.gov)

- Contractor will submit monthly payment requests to the appropriate City Department at the beginning of each month. This billing will be for work performed the previous month and will be reviewed and approved by the City’s designees.

CITY OF DALTON
DALTON, GA

BID FORM

MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON

Item Description:

Provide mowing and other services at all twenty-eight (28) locations within the City of Dalton and Dalton Parks and Recreation Department Facilities.

LUMP SUM BID: \$ 185,899.99
Per Calendar Year for
2018, 2019, 2020

Bid Alternate A:

Provide mowing and other services at the following locations within the City of Dalton:

1. West Hill Cemetery
2. Oak Hill Cemetery
3. Old Presbyterian Cemetery

BID ALTERNATE "A": \$ 91,899.99
Per Calendar Year for
2018, 2019, 2020

Bid Alternate B:

Provide mowing and other services at the following locations within the City of Dalton:

4. Veterans Park
5. Huff House
6. Hamilton House & Crown Gardens and Park Areas
7. Trammell Street
8. East Morton & Sheryl Drives Islands
9. Kenilworth Court Median
10. Carpet Capital Rotary Park
11. Willow Park Median
12. Thornton Avenue/Walnut Avenue Islands
13. Woodpark Estates Islands
14. Public Works Office
15. City Hall
16. Cemetery Chapel

BID ALTERNATE "B": \$ 38,799.99
Per Calendar Year for
2018, 2019, 2020

Bid Alternate C:

Provide mowing and other services at the following locations within the City of Dalton:

17. Dalton Municipal Airport

BID ALTERNATE "C": \$ 14,899.99
Per Calendar Year for
2018, 2019, 2020

Bid Alternate D:

Provide mowing and other services at the following locations at Dalton Parks and Recreation Department facilities:

18. Old City Park/Adjacent Corner
19. Dalton Green
20. Gateway / Central Park
21. Senior Center
22. Civitan Park/Mockingbird Trail
23. Brookwood Park
24. V. D. Parrott Park
25. Joann Lewis Park (Fourth Ave.) and Fifth Avenue Island Fountain
26. Crown Mill Cut Through
27. Mack Gaston Community Center
28. Otis Cook Tree Park

BID ALTERNATE "D": \$ 41,199.99
Per Calendar Year for
2018, 2019, 2020

Bid(s) submitted by (Contractor Name): Exterior Inc.

Signed by (Company Officer): 

Print Name and Title: Jeremy D. Collis, Owner

Witnessed by (Name and Signature): Brandi Collis Brandi Collis